



RESOLUTION

AUTHORIZING THE ACCEPTANCE OF TWO EASEMENTS AND ENTERING INTO A RAILROAD LICENSING AGREEMENT FOR TWO 42-INCH OUTFALL PIPES, ONE CONVEYING DISCHARGE FROM COMBINED SEWER OVERFLOW 3 AND THE OTHER CONVEYING BROOK FLOWS AND STORM DRAIN DISCHARGE, BEING INSTALLED AS PART OF THE CSO 3 (FARMINGTON ROAD) OUTFALL RECONSTRUCTION PROJECT

CITY OF NASHUA

In the Year Two Thousand and Six

RESOLVED by the Board of Aldermen of the City of Nashua to authorize the acceptance of two easements and to enter into a Railroad Licensing Agreement for two 42-inch pipes, one conveying discharge from combined sewer overflow 3 and the other conveying brook flow and storm drain discharge, for the “CSO 3 (Farmington Road) Outfall Reconstruction” project as shown in the attached documents and as shown on the attached plan for the following properties:

<u>Name</u>	<u>Sheet/Lot</u>	<u>Address</u>
Paul J. Pennell	A-531	70 Farmington Road
Nashua Development Company	116-1	25 Fairway Street

Payment will be made to Paul J. Pennell in an amount of \$10,000. Source of funding is Account # 792-01040-3792 CSO Project – Farmington Road Outfall Easements.

The Licensing Agreement with Boston and Maine Corporation, the Springfield Terminal Railway Company, their affiliates, successors and assigns includes an annual payment in the amount of \$1,400, adjusted for inflation on an annual basis according to Sections 1.G. and 3.B. in the agreement. Source of funding is Account # 802-59100-8500-8900 – Waste Water User Fund – Misc. Services.

**BOSTON AND MAINE CORPORATION
SPRINGFIELD TERMINAL RAILWAY COMPANY
LICENSE AGREEMENT**

LICENSE AGREEMENT, made as of this day of , 2006 by and between "Railroad" as described in paragraph 1.A. below and "Licensee" as described in paragraph below.

In consideration of the mutual covenants and promises herein contained, and other good valuable consideration, the receipt and sufficiency whereof both parties acknowledge, the Railroad hereby grants, so far as it lawfully may, a terminable, non-exclusive license to Licensee for the set forth in paragraph 1.E., and no other (the "License"), subject to the following conditions:

1. **DEFINED TERMS.** The following terms shall have the meanings specified wherever used in this License Agreement:

A. **RAILROAD.**

Boston and Maine Corporation
the Springfield Terminal Railway Company,
their affiliates, successors and assigns,
c/o Guilford Transportation Industries, Inc.,
Iron Horse Park
North Billerica, Massachusetts 01862

B. **LICENSEE:**

City of Nashua
229 Main Street
Nashua, New Hampshire 03061

- C. **PREMISES:** The Railroad's Northern Main Line in Nashua, New Hampshire as shown on Valuation Section 15 Map 12.

- D. **APPURTENANCE:** Two (2) 42" diameters Class V Reinforced Concrete Pipes.

- E. **USE:** Install, Use, Maintain and Repair the Appurtenance.

- F. **TERM:** Thirty (30) days.

- G. **LICENSE FEE:** One Thousand Four Hundred and 00/100 (\$1,400.00) Dollar per year and in accordance with paragraph 3 below.
- H. **INSURANCE REQUIREMENTS:** Five Million (\$5,000,000.00)/Ten Million (\$10,000,000.00) Commercial General Liability on the so-called "Broad Form" with all Railroad Exclusions removed.
- I. **EXHIBITS:** Each of the following exhibits are hereby incorporated by this reference into this License Agreement:

Exhibit A - Plans of the Premises entitled: Boston and Maine Corporation, Office of the Vice President of Engineering, Nashua, New Hampshire License Plan, Northern Main Line, Valuation Section 15 Map 12.

2. **TERM.** The Term of the License shall commence upon the date first above written and shall continue for the period set forth in paragraph 1.F. and thereafter, until the License is terminated by either party upon thirty (30) days' written notice to the other of intention to terminate.

3. **LICENSE FEE.**

- A. The Licensee shall pay the Railroad the License Fee set forth in paragraph 1.G., in advance, without offset or deduction, for each year it possesses the Premises hereunder. Notwithstanding any such advance payment of the License Fee, the right to terminate the License herein granted shall continue in full force and effect and, in case this License is so terminated for any reason, the Railroad shall abate a proportionate share of the License Fee so paid in advance.
- B. Unless the License is sooner terminated, the License Fee shall be adjusted for inflation on an annual basis commencing on the first annual anniversary hereof. Each such adjustment shall be calculated by multiplying the then current License Fee by a fraction, the numerator of which shall be the "Consumer Price Index, All Urban Consumers "CPI-U", Boston, Massachusetts, All Items (1982-84=100)" promulgated by the Bureau of Labor Statistics, U. S. Department of Labor (the "Index") for the month prior to the particular annual anniversary of this License for which rental adjustment is sought (if such Index is not published for such month, then the most recently published Index shall be used) and the denominator of which shall be the Index for the month prior to the particular month first above written. The resulting product shall be the new annual License Fee. The License Fee shall never be reduced by such adjustment.
- C. The Licensee hereby agrees to pay, in addition to the License Fee, all real estate, excise, personal property or other taxes assessed in respect to its Use or possession of the Premises, the Appurtenance, its property or equipment of any description located upon the Premises, or the License herein granted.

4. **NO WARRANTIES.** The Railroad makes no warranty as to the title, fitness or condition of the Premises, express or implied, and the Licensee acknowledges that it occupies the Premises at its sole risk and peril. The Licensee hereby acknowledges that the Railroad is under no obligation to maintain the Premises.

5. **COMPLIANCE WITH LAWS.** The Licensee at its sole cost and expense shall comply with, and shall cause the Premises to comply with, all applicable local, county, state or federal laws, codes or ordinances of any description, including, but not limited to: zoning, building, engineering, sanitation, health or environmental laws, particularly, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq. as amended) ("Law"). The Licensee shall promptly remedy any breach of any Law.

6. **PRIORITY OF RAILROAD OPERATIONS.** The operations of the Railroad, Pan Am Railways. ("Pan Am"), the affiliated railroads of Pan Am, (in general and those running through the Premises in particular) and the operations of other lessees, licensees and lawful occupants of the Premises shall have absolute priority over the License herein granted.

7. **LICENSEE'S INDEMNIFICATION.** The Licensee hereby agrees to defend with counsel acceptable to the Railroad, release, indemnify, protect and hold harmless the Railroad, Pan Am, their affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Premises from and against any and all loss, cost, damage, or expense arising in any way out of Licensee's Use or possession of the Premises, including, without limitation, all claims or suits for loss or damage to: (i) property of any description or natural resources, (ii) personal injury, sickness or death of any person, (iii) delay damages, (iv) consequential damages, all matters relating to the alteration of wetlands, (v) breach of any Law, particularly any alleged release of oil or hazardous or otherwise harmful materials or substances (including, but not limited to costs for assessment, remedial or response actions), or (vi) other damages arising in any way out of the Licensee's use or possession of Premises, whether such loss, cost, damage, or expense is suffered or caused by the Licensee, the Railroad, Pan Am, their affiliates, successors, assigns, lessees, licensees and/or the officers, agents, employees, or representatives of any of them, or by others.

8. **INSURANCE.** The Licensee shall maintain policies of comprehensive public liability insurance and property damage insurance with respect to the Premises and Appurtenances in forms and with insurers acceptable to the Railroad and with coverages of not less than those set forth in paragraph 1. The Licensee shall promptly deposit such policies with the Railroad and shall replace them with new policies no later than 30 days before expiration.

9. **SUBSEQUENT WORK OR ENTRY.** The Licensee agrees to perform no construction, maintenance, repair, replacement, extension or removal work affecting the Appurtenance, or otherwise enter the Premises during the Term of this License after the construction and installation of the Appurtenance is first completed without in each instance: (i) submitting full plans and details of the proposed work or entry onto the Premises for approval of the Railroad; (ii) furnishing the Railroad with a policy of "Railroad Protective Liability Insurance" in such forms and with such coverages (which coverages shall, in no event, be less than \$5,000,000.00/\$10,000,000.00 combined property damage/bodily injury coverage) as the Railroad may specify; (iii) executing the Railroad's standard "Railroad Service Agreement"; and (iv) paying all costs and fees for review and inspection of such proposed work or entry and for flagging, document preparation and/or other

railroad services. The Licensee expressly acknowledges and agrees to perform such work or enter the Premises only upon such terms and conditions as the Railroad may specify.

10. **LICENSEE'S DEFAULT, RAILROAD'S REMEDIES.** In the event the Licensee: (a) fails to pay the License Fee (as the same may be adjusted from time to time as hereinabove provided) and/or taxes, when due; (b) fails to fully and completely perform all the several terms, conditions, covenants and promises contained in this License Agreement; (c) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (d) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the Licensee's property; (e) compounds or attempt to compound or make an assignment for the benefit of creditors; (f) abandons the Premises; or (g) suffers this License to be taken on writ of execution; then the Railroad, in addition to all other remedies it may have, shall have the immediate right to terminate this License and/or to re-enter the Premises without prior notice to the Licensee and peaceably remove all persons, property, fixtures and equipment from the Premises and store the same at cost to the Licensee, all without legal process and without being deemed guilty of trespass or becoming liable thereby for any loss, cost or damage.

11. **TERMINATION.** At the termination of this License, the Licensee shall deliver up possession of the Premises, promptly remove the Appurtenance and all property, equipment, fixtures and other effects therefrom and restore the Premises to a safe condition, satisfactory to the Railroad.

12. **RAILROAD'S COST.** If the Railroad makes any expenditures or incurs any obligations for the payment of money in connection with enforcing any of its rights under this License Agreement, including, but not limited to, attorneys' fees and expenses, the Licensee shall pay such sums, together with interest computed at a rate of 1.5 per cent per month until paid, after written demand therefor.

13. **GENERAL PROVISIONS.**

- A. **No Waiver.** Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.
- B. **Notice.** Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address specified in paragraph 1, or at such other address for a party as that party may specify by notice, by (i) delivery in hand or by postage prepaid, United States first class mail, or (ii) Federal Express or other form of expedited receipt, or (iii) telegram. Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

- C. Miscellaneous. This License Agreement: (i) may be executed in any number of counterparts, each of which when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, or terminated, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representatives, successors and assigns, except that the Licensee may not delegate any of its obligations under this License or assign this License without the prior written consent of the Railroad; (v) shall take effect as a sealed instrument; and (vi) is not intended to inure to the benefit of any third party beneficiary.
- D. Applicable Law. This License shall be governed by and construed in accordance with the laws of the State wherein the Premises lie.
- E. No Estate Created. This Agreement shall not be construed as creating or vesting in the Licensee any easement or estate in the Premises, but only the limited right of possession Use under the License hereinabove described.
- F. Relocation or Removal. If the Railroad reasonably determines that any of the Facilities of the Licensee must be relocated, changed, altered or removed the Railroad shall promptly notify Licensee. Licensee shall protect, move or remove the affected Appurtenance in a manner satisfactory to the Railroad as soon as practicable and at the sole expense of Licensee.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the date first set forth above by their duly authorized representatives.

**RAILROAD:
BOSTON AND MAINE CORPORATION**

By: _____
Roland L. Theriault, Vice President- Real Estate

Witness

**RAILROAD:
SPRINGFIELD TERMINAL RAILWAY
CORPORATION**

By: _____
Roland L. Theriault, Vice President- Real Estate

Witness

**LICENSEE:
CITY OF NASHUA**

By: _____
Name: _____
Title: _____

Witness



TO LOWELL

TO CONCORD

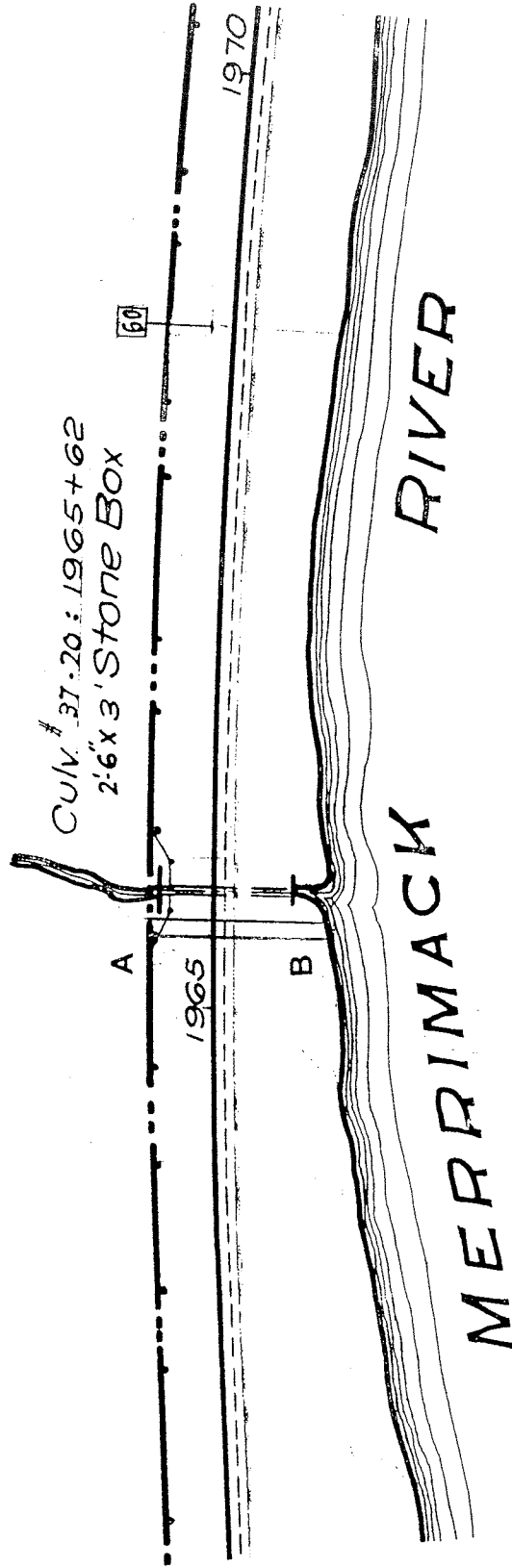


EXHIBIT A

BOSTON & MAINE CORPORATION

OFFICE OF THE VICE PRESIDENT - ENGINEERING

LICENSE PLAN
NASHUA, NH

LINE : NORTHERN MAIN LINE

A-B 97' TWO - 42" DRAINAGE LINES CITY OF NASHUA

DRAINAGE EASEMENT

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that Paul J. Pennell, owner, with a mailing address of 70 Farmington Road, Nashua, NH 03060 for consideration paid and other valuable considerations does hereby grant to the City of Nashua, New Hampshire, a municipal corporation with a mailing address of 229 Main Street, Nashua, NH 03060, its successor and assigns forever with WARRANTY covenants:

The permanent right to construct and maintain sewer and drainage pipelines and appurtenant structures on land located and referenced as Lot 531, Map A on the City of Nashua Assessors Maps, all as shown on a plan entitled Easement Plan (one sheet) prepared by Chas. H. Sells, Inc., and dated September 29, 2006, on file in the records of the City of Nashua and to be recorded in the Hillsborough County Registry of Deeds and more particularly described as follows:

EASEMENT "P.E.-B"

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND SITUATED IN NASHUA, COUNTY OF HILLSBOROUGH AND STATE OF NEW HAMPSHIRE, LOCATED NEAR THE NORTHEASTERLY CORNER AND ALONG A PORTION OF THE NORTHERLY PROPERTY LINE OF LOT A-531, SHOWN ON SAID PLAN ENTITLED "EASEMENT PLAN NASHUA DEVELOPMENT COMPANY PAUL J. PENNELL AND BOSTON AND MAINE RAILROAD NASHUA, NEW HAMPSHIRE PREPARED FOR CITY OF NASHUA AND PREPARED BY CHAS. H. SELLS, INC. DATED SEPTEMBER 29, 2006" AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 116-1, ALSO BEING THE NORTHEASTERLY CORNER OF LOT A-531 AND THE WESTERLY SIDELINE OF LOT 22-7, AS SHOWN ON SAID PLAN, THENCE

ALONG LOTS A-531 AND LOT 22-7 THE FOLLOWING:
ALONG A CURVE TO THE LEFT HAVING A RADIUS OF FIVE THOUSAND SIX HUNDRED NINETY NINE AND 50/100 FEET (5699.50'), A LENGTH OF THIRTY EIGHT AND 96/100 FEET (38.96') A CHORD BEARING S 13° 10' 52" E AND CHORD DISTANCE OF THIRTY EIGHT AND 96/100 FEET (38.96') TO A POINT; THENCE,

S 73° 56' 14" W ELEVEN AND 02/100 FEET (11.02') TO A POINT; THENCE,
N 80° 25' 39" W SIXTY TWO AND 83/100 FEET (62.83') TO A POINT; THENCE,
S 87° 06' 58" W SIXTY AND 40/100 FEET (60.40') TO A POINT; THENCE,

ALONG THE LOT LINE OF A-531 AND LOT 116-1 THE FOLLOWING THREE (3) COURSES;

N 56° 00' 24" E FIFTY FOUR AND 79/100 FEET (54.79') TO A POINT,
N 89° 01' 17" E FORTY ONE AND 87/100 FEET (41.87') TO A POINT,
N 86° 31' 49" E THIRTY SIX AND 77/100 FEET (36.77') TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING AN AREA OF 3,419 SQUARE FEET MORE OR LESS.

The Grantee agrees and undertakes to hold Grantor free and harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which Grantor may incur as a result of any claims or actions which may be made by any third party arising out of Grantee's rights granted under this easement.

Should Grantee disturb any property of Grantor, Grantee shall indemnify Grantor from said damage and shall repair said damage in a reasonable and timely manner to the reasonable satisfaction of Grantor. Grantee agrees to keep all branch cutting to a minimum and that any ground disturbed in any manner or fashion be regarded to a smooth, even, compact and fully repaired nature.

Access shall be from Farmington Road down the west side of the property to a point at the north side of the home located on the premise, then directly to the work site, unless otherwise agreed upon in writing by Grantor. No equipment or material shall be stored in a manner so as to hinder or prohibit the Grantor from the reasonable use or expansion of his home.

Being an interest in that property recorded at the Hillsborough County Registry of Deeds in Book 5863, Page 277.

IN WITNESS WHEREOF, Paul J. Pennell, owner has caused this Drainage Easement Deed to be executed in its name and behalf, being hereunto authorized this _____ day of _____, 2006.

For Paul J. Pennell, owner

By: _____
(Signature)

Name: _____
(Print)

Title: _____

State of New Hampshire
County of Hillsborough

This instrument was acknowledged before me on _____ by Paul J. Pennell.

(signature of notarial officer)

Title (and Rank)

[My commission expires: _____]

DRAINAGE EASEMENT

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that The Nashua Developments Company, owner, with a mailing address of 146 Main Street, Nashua, New Hampshire 03060, and Nashua Country Club, lessee, 25 Fairway Street, Nashua, New Hampshire 03060 for consideration paid and other valuable considerations does hereby grant to the City of Nashua, New Hampshire, a municipal corporation with a mailing address of 229 Main Street, Nashua, New Hampshire 03060, its successors and assigns forever with WARRANTY COVENANTS:

The permanent right to construct and maintain sewer and drainage pipelines with appurtenant structures on land located in Nashua, New Hampshire and referenced as Lot 1, Map 116 on the City of Nashua Assessor's Maps, all as shown on a plan entitled Easement Plan (one sheet) prepared by Chas. H. Sells, Inc. and dated September 29, 2006, on file in the records of the City of Nashua and to be recorded in the Hillsborough County Registry of Deeds and more particularly described as follows:

EASEMENT "P.E.-A"

LEGAL DESCRIPTION

A tract or parcel of land situated in Nashua, County of Hillsborough, State of New Hampshire located near the southeasterly corner and along a portion of the southerly property line of Lot 116-1, shown on said plan entitled "Easement Plan Nashua Development Co., Paul J. Pennell and Boston & Maine Railroad Nashua, New Hampshire Prepared for City of Nashua by Chas. H. Sells, Inc. dated September 29, 2006" and described as follows:

Beginning at the southeasterly corner of said Lot 116-1, also being the northeasterly corner of Lot A-531 and the westerly sideline of Lot 22-7, as shown on said Plan, thence

N 80° 59' 45" W seventy-five and 67/100 feet (75.67) to a point, thence

S 47° 19' 10" W sixty-six and 99/100 feet (66.99) to a point, thence

Along Lot 116-1 and A-531 the following three (3) courses

N 56° 00' 24" E fifty-four and 79/100 feet (54.79) to a point,

N 89° 01' 17" E Forty-one and 87/100 feet (41.87) to a point,

N 86° 31' 49" E thirty-six and 77/100 feet (36.77) to the point of beginning.

Said Easement containing an area of 885 square feet more or less.

The Grantee agrees and undertakes to hold Grantor free and harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which grantor may incur as a result of any claims or actions which may be made by any third party arising out of Grantee's rights granted under this Easement.

Being an interest in that property recorded at the Hillsborough County Registry of Deeds in Book 733, Page 170.

IN WITNESS WHEREOF, The Nashua Developments Company, owner and Nashua Country Club, lessee, has caused this Drainage Easement Deed to be executed in its name and behalf, being hereunto duly authorized this ____ day of _____ 2006.

The Nashua Developments Company

Nashua Country Club

By: _____
Peter J. Lyons, President

By: _____
Christopher C. Hodgson, President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

This instrument was acknowledged before me on this ____ day of _____, 2006 by Peter J. Lyons, as President of The Nashua Developments Company and Christopher C. Hodgson as President of the Nashua Country Club.

Justice of the Peace/Notary Public

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, that Paul J. Pennell, owner, with a mailing address of 70 Farmington Road, Nashua, New Hampshire 03060 for consideration paid and other valuable considerations, does hereby grant to the City of Nashua, New Hampshire, a municipal corporation with a mailing address of 229 Main Street, Nashua, New Hampshire 03060, its successors and assigns forever with WARRANTY COVENANTS:

The right to construct drainage pipelines and outfalls and a combined sewer outfall with appurtenant structures, including a headwall and riverbank restoration and landscaping on land located east of the railroad tracks on the Merrimack River near Farmington Road in Nashua, New Hampshire identified as Tax Map Parcel A-1001, all as shown on plans entitled CSO Structure 003 (Farmington Road) Outfall Reconstruction Project, prepared by Fay, Spofford & Thorndike, Inc. and dated August 2006, on file in the records of the City of Nashua, New Hampshire.

The Grantee agrees and undertakes to hold Grantor free and harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which Grantor may incur as a result of any claims or actions which may be made by any third party arising out of Grantee's rights granted under the Easement.

Should Grantee disturb any property of Grantor, Grantee shall indemnify Grantor from said damage and shall repair said damage in a reasonable and timely manner to the reasonable satisfaction of Grantor. Grantee agrees to keep all branch cutting to a minimum and that any ground disturbed in any manner or fashion be regraded to a smooth, even, compact and fully repaired nature. Grantee shall also regrade the bank of the unnamed brook on the north side of the property to a grade at least equal to the present vertical grade as it is at the northeast corner of the property. All stumps resulting from any tree cutting will be completely removed from the property or ground to the satisfaction of Grantor. All replacement plants/shrubs shall be at a minimum growth height.

Access shall be from Farmington Road down the west side of the property to a point at the north side of the home located on the premises, then directly to the work site. No equipment or material shall be stored in a manner so as to hinder to prohibit the Grantor from the reasonable use or expansion of his home.

Being as interest in that property recorded at the Hillsborough Registry of Deeds in Book 5863, Page 277.

The duration of this Easement is October 18, 2006 until January 31, 2007 and to begin again from April 1, 2007 through May 31, 2007.

By: _____
Paul J. Pennell

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

_____ This instrument was acknowledged before me on this _____ day of _____, 2006 by Paul J. Pennell.

Justice of the Peace/Notary Public

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN AND WOMEN BY THESE PRESENT, that The Nashua Developments Company, owner, with a mailing address of 146 Main Street, Nashua, New Hampshire 03060 and the Nashua Country Club, lessee, with a mailing address of 25 Fairway Street, Nashua, New Hampshire 03060 for consideration paid and other valuable considerations, does hereby grant to the City of Nashua, New Hampshire, a municipal corporation with a mailing address of 229 Main Street, Nashua, New Hampshire 03060, its successors and assign forever with WARRANTY COVENANTS:

The right to construct sewer and drainage pipelines with appurtenant structures on land located at 25 Fairway Street, Nashua, New Hampshire, all as shown on plans entitled CSO Structure 003 (Farmington Road) Outfall Reconstruction Project, prepared by Fay, Spofford & Thorndike, Inc. and dated August 2006, on file in the record of the City of Nashua, New Hampshire.

The Grantee agrees and undertakes to hold Grantor and Nashua Country Club, lessee of the premises, free and harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which Grantor or Nashua Country Club may incur as a result of any claims or actions which may be made by any third party arising out of Grantee's rights granted under this Easement.

Being an interest in that property recorded at the Hillsborough County Registry of Deeds in Book 733, Page 170.

IN WITNESS WHEREOF, The Nashua Developments Company, owner and Nashua Country Club, lessee, has caused this Temporary Construction Easement to be executed in its name and behalf, being hereunto duly authorized this ____ day of _____ 2006.

The Nashua Developments Company

Nashua Country Club

By: _____
Peter J. Lyons, President

By: _____
Christopher C. Hodgson, President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, SS.

This instrument was acknowledged before me on this ____ day of _____, 2006 by Peter J. Lyons, as President of The Nashua Developments Company and Christopher C. Hodgson as President of the Nashua Country Club.

Justice of the Peace/Notary Public